270, 32 Atl. 173. With these principles the Massachusetts court agrees but, having set them out, it finds that the minor was on his father's business and within the scope of his employment. Says the court: "The relation of husband and wife is such that when the former has bought an automobile for family use, a ride by the wife in it, with his general permission, is not as a matter of law, the business of the wife but may be found to be the business of the husband." In support of this conclusion it cites *Bourne* v. *Whitman*, 209 Mass. 155, 95 N. E. 404 and *Hunt* v. *Rhodes Bros. Co.*, 207 Mass. 30, 96 N. E. 1001. Neither of these is in point, the first being an action against a son and father growing out of the use of the car by the son. In it the real question was the construction of certain automobile road and license laws, and it was incidentally stated that there was evidence enough of the son's being in his father's employ, to go to the jury. The second of these decides that the obligation of the husband to support his wife does not, as a matter of law render him incompetent to act as her agent. The suit arose out of an injury to the wife by reason of a carpet tack imbedded in meat which the husband had bought, she alleged, as her agent. The Massachusetts court has overlooked a case which would seem to govern the situation, viz.: *Doran* v. *Thomsen*, 76 N. J. L. 754, 71 Atl. 296, 19 L. R. A. (N. S.) 335. There a father kept a car on the premises and his daughter was accustomed to drive it without his permission and did so causing damage. There was no evidence that she was actually employed. The court there denied an argument similar to the one allowed in our principal case, that, since the machine was bought for the daughter's use, it was the father's purpose that it should be so used and that such a use was in the father's business. The court insisted that the use which would make the father liable must be in furtherance of and not apart from his business. Had the Massachusetts court applied this rule which seems manifestly better in principle, they must have decided the principal case differently.

PARTNERSHIP—LEGAL ENTITY THEORY.—Defendant and plaintiff's husband were members of a partnership which was dissolved by the death of the latter. The defendant later formed a new firm and as surviving partner of the old firm, he sold to the new firm property of the old firm. In a suit by plaintiff for an accounting, the court instructed the jury that if they found the above facts to be true they should hold such sale invalid as having been made by defendant to himself. *Held*, this instruction was erroneous. *Morris* v. *Owen* (Tex. Civ. App. 1912) 143 S. W. 227.

PRESLER, J., in delivering the opinion of the court used the following language: "It being well settled that a firm or partnership is a legal entity of itself, existing separate and apart from the individuals composing it, we think that a transfer or sale made in good faith * * * should be sustained." The decision of the case is doubtless correct but it is difficult to concur in the reason given by the court. Previous to this decision the law seems to have been settled in Texas that a partnership is not a distinct and separate legal entity from that of the partners composing it. *Wiggins* v. *Blackshear*, 86 Tex. 665, 26 S. W. 939; *Glasscock* v. *Price* (1898) 92 Tex. 271, 47 S. W. 965;

Williams Land Co. v. *Crull* (1910) (Tex. Civ. App.) 125 S. W. 339. Yet the opinion in the principal case not only ignores these cases completely but does not cite a single authority in support of the doctrine announced. By statutes in many States a partnership is regarded by law as a distinct entity for a few special purposes, as in the case of taxing acts, acts providing for the filing of chattel mortgages, and occasionally, acts permitting process to run against the partnership as such. *Faulkner* v. *Hyman,* 142 Mass. 53, 6 N. E. 846; *Robertson* v. *Corsett,* 39 Mich. 777; *Fitzgerald* v. *Grimmel,* 64 Iowa, 261, 20 N. W. 179; *Walker* v. *Wait,* 50 Vt. 668. Under the Bankruptcy Act of 1898, a partnership is for many purposes considered an entity. *In re Bertenshaw,* 157 Fed. 363, 85 C. C. A. 61; *Francis* v. *McNeal,* 186 Fed. 481, 108 C. C. A. 459; *Lacey* v. *Cowan,* 162 Ala. 546, 50 South. 281. See also 10 MICH L. REV., 215. The entity theory being of civil law origin is held in Louisiana. *Stothart* v. *Hardie & Co.,* 110 La. 696, 34 South. 740; *Succession of Pilcher,* 39 La. Ann. 362, 1 South. 929. The courts of one other State have unqualifiedly adopted it. *Clay, Robinson & Co.* v. *Douglas County,* 88 Neb. 363, 129 N. W. 548; *Richards* v. *Leveille,* 44 Neb. 38, 62 N. W. 304. And in Kentucky it has been held to apply in a limited sense, so that a firm was held liable for the slanderous utterances of an agent. *Duquesne Distributing Co.* v. *Greenbaum,* 135 Ky. 182, 121 S. W. 1026. In 57 CENT. L. J., it is contended that the acceptance of the legal entity doctrine is the only solution of the hopeless conflict in the decisions relative to the distribution of partnership assets on dissolution and the relative rights of firm and individual creditors therein. However, after careful consideration of the legal entity theory as embodied in a draft drawn up by the late Professor AMES, the Committee on Commercial Law of the Conference on Uniform State Laws have unanimously rejected it in the latest draft of the "Act to Make Uniform the Law of Partnership," and it seems probable as well as desirable that this view will ultimately prevail.

PATENTS — LICENSE RESTRICTIONS — CONTRIBUTORY INFRINGEMENT.—Complainant, patentee of a rotary mimeograph, sold one of its machines to X under a license restriction that the machine should be used only with stencil-paper, ink, and other supplies made by the complainant; defendant sold ink to X with the expectation that it would be used in connection with the mimeograph sold under said restriction. *Held,* (WHITE, HUGHES, and LAMAR, JJ., dissenting), that the license restriction was valid, and the defendant was guilty of contributory infringement. *Sidney Henry et al.* v. *A. B. Dick Company* (1912), 32 Sup. Ct. 364.

An extended comment on this case will appear in the June issue.

PRINCIPAL AND SURETY—DISCHARGE OF SURETY.—Defendants were sureties on a bond, made part of a contract between the United States and a dredging company (defendants' principal). The contract provided that, in case of unavoidable delay during the progress of the work, an extension of time might be granted by the government on certain conditions. There was also an express "per diem" reduction from the contract price in case of delay beyond the period fixed by the contract. Any changes in the plans or specifications